

MEMORANDUM

Agenda Item no. 5(B)

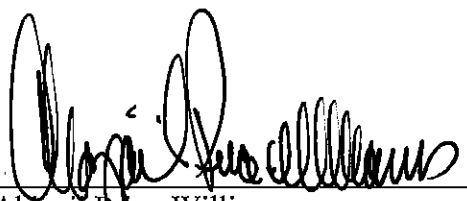
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring surplus 28 County-owned properties located in Miami-Dade County and revising the inventory list of real property, after a public hearing, to include such properties in accordance with section 125.379(1), Florida Statutes; authorizing the waiver of Implementing Order No. 3-44 as it relates to the section entitled availability of County property for the 28 properties; authorizing conveyance, pursuant to section 125.379(2), Florida Statutes, and sections 17-121, et seq. of the Code of Miami-Dade County, of a total of 36 properties to Nana & CRC Affordable Housing LLC, a Joint Venture and Florida Limited Liability Company

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

APW/lmp



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 5(B)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(B)
11-1-16

RESOLUTION NO. _____

RESOLUTION DECLARING SURPLUS 28 COUNTY-OWNED PROPERTIES LOCATED IN MIAMI-DADE COUNTY AND REVISING THE INVENTORY LIST OF REAL PROPERTY, AFTER A PUBLIC HEARING, TO INCLUDE SUCH PROPERTIES IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING THE WAIVER OF IMPLEMENTING ORDER NO. 3-44 AS IT RELATES TO THE SECTION ENTITLED AVAILABILITY OF COUNTY PROPERTY FOR THE 28 PROPERTIES; AUTHORIZING CONVEYANCE, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, AND SECTIONS 17-121, ET SEQ. OF THE CODE OF MIAMI-DADE COUNTY, OF A TOTAL OF 36 PROPERTIES TO NANA & CRC AFFORDABLE HOUSING LLC, A JOINT VENTURE AND FLORIDA LIMITED LIABILITY COMPANY, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING INFILL HOUSING AND RENTAL HOUSING TO BE SOLD OR RENTED TO VERY-LOW, LOW- AND MODERATE INCOME HOUSEHOLDS; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE COUNTY DEEDS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEEDS, TO EXECUTE A RENTAL REGULATORY AGREEMENT, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

WHEREAS, Neighbors and Neighbors Association, Inc. ("NANA"), a 501(c)(3) not-for-profit Florida corporation, has assembled a team of professionals to form a joint venture to develop affordable housing within the low-income neighborhoods of County Commission District 3; and

WHEREAS, CRC Leadership, Inc. ("CRC"), which is also a not-for-profit organization founded in 1993, has been an integral part of the construction community with a track record of

providing assistance and services to small contractors in the South Florida area, a management team with extensive development experience, and a seasoned licensed general contractor; and

WHEREAS, NANA and CRC have formed a joint venture known as NANA & CRC Affordable Housing, LLC, a Florida limited liability company (the "Joint Venture"); and

WHEREAS, NANA, on behalf of the Joint Venture, has submitted to this Board an application, dated January 28, 2016, a copy of which is attached hereto as Attachment "A," and incorporated herein by reference, requesting that the County convey a total of 36 County-owned properties located in County Commission District 3 to the Joint Venture; and

WHEREAS, the Joint Venture proposes to develop 29 of the 36 County-owned properties (the "Infill Properties"), which are more fully described in Exhibit "A" of the application, with single-family homes to be sold to qualified very low, low- and-moderate income families in accordance with the County's Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Joint Venture also proposes to develop the remaining seven properties (the "Rental Properties"), which are more fully described in Exhibit "A" of the application, with rental units to be rented to qualified very low, low- and-moderate income families; and

WHEREAS, in accordance with Administrative Order No. 8-4, the Internal Services Department forwarded a memorandum to all County departments and the City of Miami (the "City") to determine if there was a need for the Infill Properties and Rental Properties; and

WHEREAS, the County departments and the City have expressed no interest in any of the Infill Properties and Rental Properties; and

WHEREAS, the Infill Properties and Rental Properties are available for conveyance to the Joint Venture; and

WHEREAS, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the Infill Properties and Rental Properties is also attached hereto in Attachment “B”; and

WHEREAS, this Board has reviewed the information in Attachment “B” and this Board is satisfied; and

WHEREAS, Section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real property that is appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

WHEREAS, a total of 28 of the Infill Properties and Rental Properties have not been included on the County’s inventory list of affordable housing sites (“Affordable Housing Inventory List”) as required by Section 125.379(1), Florida Statutes; and

WHEREAS, this Board desires to declare the before-mentioned 28 properties surplus, desires to revise the Affordable Housing Inventory List to include these properties, and also finds that these properties are appropriate for use as affordable housing; and

WHEREAS, this Board desires to waive the requirements of Implementing Order No. 3-44 as it relates to the section entitled “Availability of County Property,” for the Infill Properties; and

WHEREAS, the Infill Properties will be conveyed to the Joint Venture pursuant to a reverter requiring the completion of the construction of single family homes to be sold to qualified homebuyers within one year of the effective date of the conveyance in accordance with the Infill Housing Program, unless extended at the discretion of the County Mayor or the County Mayor’s designee; and

WHEREAS, the Rental Properties, which will be subject to a rental regulatory agreement, will also be conveyed to the Joint Venture pursuant to a reverter requiring the completion of the construction of the rental housing units to be rented to qualified renters within one year of the effective date of the conveyance, unless extended at the discretion of the County Mayor or the County Mayor's designee,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board declares as surplus a total of 28 County-owned properties, and after a public hearing, revises the Affordable Housing Inventory List to include these properties in accordance with Section 125.379(1), Florida Statutes.

Section 3. This Board hereby approves the waiver of Implementing Order No. 3-44 as it relates to the Section entitled "Availability of County Property," for the properties described in Section 2 of this resolution.

Section 4. This Board hereby approves the conveyance of the Infill Properties and Rental Properties to the Joint Venture, inclusive of the 28 properties described in Section 2 of this resolution, for a price of ten dollars (\$10.00), for development of affordable homeownership and rental housing to be sold or rented to qualified homebuyers and renters, respectively. The Infill Properties shall be developed in accordance with the Infill Program, Section 125.379(2), Florida Statutes, and the County Deeds executed in accordance with Section 5 of this resolution. The Rental Properties shall be developed in accordance with the Section 125.379(2), Florida Statutes, the County Deed and rental regulatory agreement executed in accordance with Sections 5 and 7, respectively, of this resolution.

6

Section 5. Pursuant to Section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to take all actions necessary to effectuate the conveyance of the Infill Properties and Rental Properties, including the execution of the County Deeds, in substantially the form attached hereto and made a part hereof as Attachments “C,” “D,” and “E.”

Section 6. This Board further authorizes the County Mayor or County Mayor’s designee to take all actions necessary to exercise any and all rights set forth in the County Deeds, including but not limited to granting extensions to complete the construction of the affordable housing project, and exercising the County’s option to enforce its reversionary interest after conducting all due diligence, including but not limited to title searches and environmental reviews. In the event, the County Mayor or the County Mayor’s designee should exercise the County’s reversionary interest, then the County Mayor or County Mayor’s designee shall execute and record an instrument approved by the County Attorney’s Office in the Public Record of Miami-Dade County and provide a copy of such instrument to the Property Appraiser. Alternatively, this Board authorizes the County Mayor or the County Mayor’s designee to receive on behalf of the County from the Joint Venture, after conducting all due diligence, including but not limited to title searches and environmental reviews, a deed(s) which conveys any or all of the Infill Properties or Rental Properties back to the County in the event the Joint Venture is unable or fails to comply with the deed restrictions set forth in the County Deeds. Upon the receipt of a deed(s) from the Joint Venture, the County Mayor or the County Mayor’s designee shall record such deed(s) in the Public Records of Miami-Dade County.

Section 7. This Board authorizes the County Mayor or the County Mayor to execute on behalf of the County, a rental regulatory agreement, in substantially the form attached hereto

as Attachment "F" and incorporated herein by reference, to be recorded against the Rental Properties. The County Mayor or the County Mayor's designee is authorized to negotiate rents for each of the units constructed on the Rental Properties with the Joint Venture; however such rents shall not exceed 140 percent of area median income as determined for Miami-Dade County by the United States Department of Housing and Urban Development. The County Mayor or the County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee to record the rental regulatory agreement in the Public Records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

Section 8. This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed on properties identifying the County's name and the name of the district commissioner.

Section 9. This Board directs the County Mayor or the County Mayor's designee to appoint staff to monitor compliance with the terms of the conveyance.

Section 10. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, the rental regulatory agreement, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within thirty (30) days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson.

It was offered by Commissioner _____, who moved its adoption. The motion
was seconded by Commissioner _____ and upon being put to a vote, the vote
was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Daniella Levine Cava

Jose "Pepe" Diaz

Audrey M. Edmonson

Sally A. Heyman

Barbara J. Jordan

Dennis C. Moss

Rebeca Sosa

Sen. Javier D. Souto

Xavier L. Suarez

Juan C. Zapata


The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith



Neighbors And Neighbors Association Inc.

January 28, 2016

The Honorable Audrey Edmonson
Commissioner, District 3
Miami Dade County
Miami, Florida

Re: Conveyance of Board of County Commissioner (BCC) District-3 Lots

Dear Commissioner Edmonson:

Neighbors and Neighbors Association, Inc. (NANA) has assembled a team of professionals to joint venture, on developing Affordable Housing within the low-income neighborhoods of BCC-district-3. This Joint Venture includes NANA, CRC Leadership, Inc., and a management team with extensive development experience, as well as a group of seasoned licensed general contractors (see attached project initiative plan)

As we previously discussed, this initiative will provide employment and contracting opportunities for many of the residents and businesses in Miami Dade County. Thank you for agreeing to convey some of the vacant lots in District 3 to the NANA/CRC Housing Initiative.

We are asking that the 36 properties in the attached spreadsheet be conveyed into NANA & CRC Affordable housing LLC, where NANA and its development team will develop 29 of the properties into single-family homes for sale and the remaining 7-properties into residential housing rental units. While using the housing project as a training component for Employ Miami participants and for general contractors, subcontractors that are participating in the affordable housing program it will help to build their capacity by adding to their experience and resumes.

We sincerely appreciate your support of our project as we work to develop innovative methods to engage this underserved population.

With the assistance of your staff, we have been able to review, evaluate, and identify potential lots for use. Attached is a list of thirty-six (36) lots we request consideration for conveyance.

Please do not hesitate to contact us if there is anything that we need to do to complete this transaction.

Sincerely,

Leroy Jones, Executive Director

Exhibit "A"

Infill Housing Program Lots Located in District 3 to be Developed by NANA

A List of Single-Family Infill Lots (RU-1 zoning)

No.	Folio	Address	Lot Size	Zoning	Proposed Bldg. Footprint	Adjust SF	Lot Dimensions	Model Type	# of Units
1	30-3111-038-0210	ADJ EAST OF 1497 NW 73 ST	3,500 SQ FT	RU-1	1,225	0	50' by 70'	House Model-4a	1
2	30-3115-010-0180	6235 NW 20TH AVE	3,500 SQ FT	RU-2	1,225	0	50' by 70'	House Model-4a	1
3	30-3115-005-3800	1818 NW 63 ST	3,600 SQ FT	RU-1	1,260	0	40' by 90'	House Model-5	1
4	30-3115-005-1060	1777 NW 68 TER	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
5	30-3115-005-2110	NW 17 Ave and NW 66 ST	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
6	30-3115-005-2411	Adjacent East of 1725 NW 64 ST	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
7	30-3115-005-2920	1784 NW 63 ST	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
8	30-3115-005-2970	1724 NW 63 ST	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
9	30-3115-005-3780	1822 NW 63 ST	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
10	30-3115-005-5250	1876 NW 68 ST	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
11	30-3115-005-5590	1854 NW 68 TER	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
12	30-3121-000-0050	Adj. South of 4624 NW 31 CT	3,600 SQ FT	RU-2	1,260	0	40' by 90'	House Model-5	1
13	30-3115-005-3270	Adj. East of 1750 NW 62 TER	3,640 SQ FT	RU-2	1,274	0	40' by 91'	House Model-5	1
14	01-3114-018-0090	1541 NW 67 ST	3,400 SQ FT	T3-0	1,190	0	40' by 85'	House Model-5	1
15	01-3114-018-1180	About-1580 NW 69 ST	3,600 SQ FT	T3-0	1,260	0	40' by 90'	House Model-5	1
16	30-3121-033-0430	4401 NW 32 AVE	3,960 SQ FT	RU-2	1,386	0	40' by 99'	House Model-5	1
17	01-3113-042-1250	ABOUT -5532 NW 6 AVE	4,250 SQ FT	T3-0	1,488	0	50' by 85'	House Model-4a	1
18	30-3115-005-1070	1781 NW 68 TERRACE	3,600 SQ FT	RU-3B	1,260	0	40' by 90'	House Model-5	1
Units Sub-Total									18

No.	Folio	Address	Lot Size	Zoning	Proposed Bldg. Footprint	Adjust SF	Lot Dimensions	Model Type	# of Units
A List of Two-Family Home Infill Lots (RU-2 zoning)									
19	30-3115-005-0550	1780 NW 69 TER	4,000 SQ FT	RU-2	1,400	0	40' by 100'	Twin-Home Model-3	2
20	30-3121-033-0760	4230 NW 31ST AVE	4,400 SQ FT	RU-2	1,540	0	40' by 110'	Twin-Home Model-3	2
21	30-3122-000-0071	5032 NW 24 AVE	4,738 SQ FT	RU-2	1,658	0	50' by 94.76'	Twin-Home Model-1	2
22	30-3111-023-0260	About -7221 NW 16 AVE	4,750 SQ FT	RU-2	1,663	0	50' by 95'	Twin-Home Model-1	2
23	30-3111-035-1250	1021 NW 76 ST	5,500 SQ FT	RU-2	1,925	0	50' by 110'	Twin-Home Model-2	2
24	01-3122-047-0060*	1744 NW 44 ST	4,928 Sq.ft.	T3-0	1,725	1798	44' by 112'	Twin-Home Model-1	2
25	01-3122-014-0481	1866 NW 50TH ST	4,796 SQ FT	T3-0	1,679	0	44' by 109'	Twin-Home Model-3	2
26	01-3122-014-1180	1866 NW 47 TER	4,796 SQ FT	T3-0	1,679	0	44' by 109'	Twin-Home Model-3	2
27	01-3113-051-0100	137 NE 60 ST	4,500 SQ FT	T3-0	1,575	0	50' by 90'	Twin-Home Model-3	2
28	01-3113-065-1170	294 NE 68 ST	5,000 SQ FT	T3-0	1,750	0	50' by 100'	Twin-Home Model-1	2
29	01-3122-035-0871	1871 NW 41 ST	4,440 SQ FT	T3-0	1,554	0	40' by 112'	Twin-Home Model-3	2
Units Sub-Total									22
Total Units for Sale									40

A List of Multi-Family Home Infill Lots (RU-2 /T3-0/ T5-0 zoning)

No.	Folio	Address	Lot Size	Zoning	Proposed Bldg. Footprint	Adjust SF	Lot Dimensions	Model Type	# of Units
30	01-3113-060-0270	152 NW 58 ST	6,500 SQ FT	T3-0	2,275	0	50' by 130'	Rental units	5
31	01-3112-012-0450	8120 NE 1ST AVE	6,659 SQ FT	T3-0	2,331		50' BY 133.18'	Rental Units	6
32	01-3112-013-0170	8211 NE MIAMI CT	6,440 SQ FT	T5-0	2,254	0	50' BY 128.8'	Rental Units	5
33	01-3112-013-0510	8294 NE MIAMI CT	6,292 SQ FT	T5-0	2,202	0	50' by 126'	Rental Units	5
34	01-3113-051-0020	128 NE 60TH ST	9,650 SQ FT	T3-0	3,378	0	50' by 193'	Rental Units	8
35	30-3121-000-0400	ADJACENT EAST OF 3160 NW 48 ST	7,200 SQ FT	RU-2	2,520	0	80' by 90'	Rental Units	6
36	30-3115-018-0640	2355 NW 64TH ST	8,160 SQ FT	RU-2	2,856	0	60' by 136'	Rental Units	7
Total Units									42

ATTACHMENT "B"

LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15

Infill Housing Program Lots Located in District 3 to be Developed by NANA

No	Folio	Address	Lot Size	Zoning	Annual Estimated Cost to Maintain	Property Appraiser Market Value	Legal Description	Surplus	Deed	Comments	Circulation
1	30-3111-038-0210	ADJACENT EAST OF 1497 NW 73 ST	3,500 SQ FT	RU-1	\$ 153	\$ 10,938	COMM LIBERTY CITY 2ND SEC PB 18-55 LOTS 33 & 34 BLK 8	No	Tax Deed 12/20/2013	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
2	30-3115-010-0180	6235 NW 20TH AVE	3,500 SQ FT	RU-2	\$ 153	\$ 12,407	BULLARDS PB 9-96 LOT 20	No	Tax Deed 3/21/14	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
3	30-3115-005-3800	1818 NW 63 ST	3,600 SQ FT	RU-1	\$ 157	\$ 12,608	LIBERTY CITY PB 7-79 LOT 13 BLK 14	No	Tax Deed 3/4/2015	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
4	30-3115-005-1060	1777 NW 88 TER	3,600 SQ FT	RU-2	\$ 157	\$ 12,608	LIBERTY CITY PB 7-79 LOT 34 BLK 4	Yes R-527-12	Tax Deed 2/15/2000	Escheatment Tax Deed	IN THE INFILL PROGRAM
5	30-3115-005-2110	ADJACENT EAST OF 1730 NW 66 ST	3,600 SQ FT	RU-2	\$ 157	\$ 10,086	LIBERTY CITY PB 7-79 LOT 19 BLK 8	No	Tax Deed 5/18/2012	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
6	30-3115-005-2411	ADJACENT EAST OF 1725 NW 64 ST	3,600 SQ FT	RU-2	\$ 157	\$ 10,086	LIBERTY CITY PB 7-79 LOT 25 BLK 9	No	Tax Deed 4/30/2013	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
7	30-3115-005-2920	1784 NW 63 ST	3,600 SQ FT	RU-2	\$ 157	\$ 10,086	LIBERTY CITY PB 7-79 LOT 11 BLK 11	Yes R-527-12	Certificate of Title 7/28/1992	OCEC Funds Homeowner ≤ 80%	IN THE INFILL PROGRAM
8	30-3115-005-2970	1724 NW 63 ST	3,600 SQ FT	RU-2	\$ 157	\$ 10,086	LIBERTY CITY PB 7-79 LOT 17 BLK 11	No	Tax Deed 2/6/2014	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
9	30-3115-005-3780	1822 NW 63 ST	3,600 SQ FT	RU-2	\$ 157	\$ 10,086	LIBERTY CITY PB 7-79 LOT 11 BLK 14	No	Tax Deed 4/15/2014	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
10	30-3115-005-5250	1876 NW 66 ST	3,600 SQ FT	RU-2	\$ 157	\$ 11,491	LIBERTY CITY PB 7-79 LOT 5 BLK 19	No	Tax Deed 9/24/2013	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
11	30-3115-005-5590	1854 NW 68 TER	3,600 SQ FT	RU-2	\$ 157	\$ 13,323	LIBERTY CITY PB 7-79 LOT 7 BLK 20	No	Tax Deed 2/10/2014	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
12	30-3121-000-0050	ADJACENT SOUTH OF 4624 NW 31 CT	3,600 SQ FT	RU-2	\$ 157	\$ 9,527	BEG AT SE COR OF SW1/4 OF NE1/4 N115FT & W244 4FT FOR POB TH N40FT W90FT S40FT E 90 FT TO POB	No	Tax Deed 10/7/2013	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
13	30-3115-005-3270	ADJACENT EAST OF 1750 NW 62 TER	3,640 SQ FT	RU-2	\$ 159	\$ 10,168	LIBERTY CITY PB 7-79 LOT 16 BLK 12	No	Tax Deed 2/6/2014	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
14	30-3115-005-0550	1780 NW 69 TER	4,000 SQ FT	RU-2	\$ 175	\$ 13,973	LIBERTY CITY PB 7-79 LOT 11 BLK 3	Yes R-527-12	Quit Claim Deed 4/18/2008	Miami-Dade Empowerment trust returned lot to County.	IN THE INFILL PROGRAM
15	30-3121-033-0760	4230 NW 31ST AVE	4,400 SQ FT	RU-2	\$ 192	\$ 11,039	LAURAVILLE GARDENS PB 22-26 LOT 13 BLK 5	Yes R-527-12	Tax Deed 8/26/2004	Escheatment Tax Deed	IN THE INFILL PROGRAM
16	30-3122-000-0071	5032 NW 24 AVE	4,738 SQ FT	RU-2	\$ 207	\$ 21,321	S 46FT OF N 108FT OF S1/2 OF SE 1/4 OF NW 1/4 OF NW 1/4 LESS W 532 FT AND LESS E 25 FT	No	Tax Deed 2/6/2014	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
17	30-3111-023-0260	ADJACENT NORTH OF 7211 NW 16 AVE	4,750 SQ FT	RU-2	\$ 207	\$ 15,580	CORR PLAT OF LIBERTY CITY PARK PB 41-65 LOT 11 BLK 2	Yes R-527-12	Quit Claim Deed 1/11/2006	Miami-Dade Affordable Housing Foundation, Inc. returned lot to County.	(RE) CIRCULATED BY ISD 9/6/2016

No.	Folio	Address	Lot Size	Zoning	Annual Estimated Cost to Maintain	Property Appraiser Market Value	Legal Description	Surplus	Deed	Comments	Circulation
18	30-3111-035-1250	1021 NW 76 ST	5,500 SQ FT	RU-2	\$ 240	\$ 18,621	STEPHENS MANOR PB 14-18 LOT 21 BLK 8	No	Tax Deed 4/10/2015	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
19	01-3122-047-0060*	1744 NW 44 ST	4,928 Sq.ft.	T3-0	\$ 215	\$ 79,600	17TH AVE MANOR 2ND ADD PB 21-23 LOT 8 BLK 1	No	Tax Deed 6/30/2014	there is a 1,795 sq ft home that NANA will demolish at its own cost. Land value \$410,626	CIRCULATED by ISD 8-14-14
20	01-3114-018-0090	1541 NW 67 ST	3,400 SQ FT	T3-0	\$ 148	\$ 7,500	NEW LIBERTY CITY PB 39-28 LOT 10 LESS 5.5 FT BLK 1	Yes R-527-12	Quit Claim Deed 9/18/2008	Fortex Construction, Inc. returned lot to the County.	CIRCULATED by ISD 8-14-14
21	01-3114-018-1180	ADJACENT WEST OF 1570 NW 69 ST	3,600 SQ FT	T3-0	\$ 157	\$ 7,917	NEW LIBERTY CITY PB 39-28 LOT 31 BLK 5	Yes R-527-12	Quit Claim Deed 9/18/2008	Fortex Construction, Inc. returned lot to the County.	CIRCULATED by ISD 8-14-14
22	30-3121-033-0430	4401 NW 32 AVE	3,960 SQ FT	RU-2	\$ 173	\$ 10,425	LAURAVILLE GARDENS PB 22-28 LOT 24 LESS W10FT BLK 2	Yes R-527-12	Tax Deed 6/28/2000	Escheatment Tax Deed	IN THE INFILL PROGRAM
23	01-3122-014-0481	1886 NW 50TH ST	4,796 SQ FT	T3-0	\$ 209	\$ 19,156	17TH AVE MANOR PB 18-43 LOT 2 BLK 4	No	Tax Deed 11/17/1994	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
24	01-3122-014-1180	1866 NW 47 TER	4,796 SQ FT	T3-0	\$ 209	\$ 19,184	17TH AVE MANOR PB 18-43 LOT 6 BLK 7	No	Tax Deed 5/11/2000	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
25	01-3113-042-1250	ADJACENT NORTH OF 5516 NW 6 AVE	4,250 SQ FT	T3-0	\$ 185	\$ 24,797	BUENA VISTA GDNS PB 5-45 LOT 2 LESS W40 FT LYG IN R/W BLK 8	No	Tax Deed 6/26/2013	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
26	01-3113-051-0100	137 NE 60 ST	4,500 SQ FT	T3-0	\$ 196	\$ 32,702	ROCKMOOR VILLA TR PB 4-182 LOT 1 BLK 2	No	Tax Deed 10/26/2001	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
27	01-3113-065-1170	294 NE 58 ST	5,000 SQ FT	T3-0	\$ 218	\$ 36,210	DIXIE HIGHWAY TR PB 5-24 LOT 2 BLK 9	No	Tax Deed 4/15/2014	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
28	01-3122-035-0871	1871 NW 41 ST	4,440 SQ FT	T3-0	\$ 194	\$ 17,645	ALLAPATTAH SCHOOL PB 5-99 LOT 88 BLK 6	No	Quit Claim Deed 5/14/2009	Infill developer F. Ruiz returned lot due to tree permit issues.	CIRCULATED by ISD 8-14-14
29	01-3113-080-0270	152 NW 58 ST	6,500 SQ FT	T3-0	\$ 283	\$16,192.00	LITTLE RIVER GARDENS PL BLKS 14 TO 23 INC PB 6-153 LOT 19 LESS W 35 FT BLK 21 LOT 5 BLK 19	No	Quit Claim Deed 6/16/2010	Returned from Housing League 7/6/2010	CIRCULATED by ISD 8-14-14
30	01-3112-012-0450	8120 NE 1ST AVE	6,659 SQ FT	T3-0	\$ 290	\$39,954.00	LITTLE RIVER GARDENS AMD PB 6-51 LOT 6 LESS ST BLK 15	No	Tax Deed 4/2/2015	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
31	01-3112-013-0170	8211 NE MIAMI CT	6,440 SQ FT	T5-0	\$ 281	\$38,640.00	LITTLE RIVER GARDEN PL BLKS 18 TO 23 INC PB 6-153 LOT 10 LESS W 10 FT BLK 20	No	Tax Deed 5/29/2012	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
32	01-3112-013-0510	8294 NE MIAMI CT	6,292 SQ FT	T5-0	\$ 274	\$50,336.00	LITTLE RIVER GARDENS PL 14 TO 23 INC PB 6-153 LOT 19 LESS W 35 FT BLK 21	No	Tax Deed 04/30/2013	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
33	01-3113-051-0020	128 NE 60TH ST	9,650 SQ FT	T3-0	\$ 421	\$19,253.00	ROCKMOOR VILLA TR PB 4-182 LOT 2 BLK 1	No	Tax deed 8/23/2004	Escheatment Tax Deed	CIRCULATED by ISD 8-14-14
34	30-3121-000-0400	ADJACENT EAST OF 3160 NW 48 ST	7,200 SQ FT	RU-2	\$ 314	\$15,776.00	BEG SE COR OF SW 1/4 - SW 1/4 NE 1/2 N 394FT & W 244FT FOR POB TH N 80FT W 90 FT S 80FT E 90FT TO POB	No	Tax Deed 2/17/2004	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
35	30-3115-018-0840	2355 NW 64TH ST	8,190 SQ FT	RU-2	\$ 356	\$16,611.00	22ND AVE HTS PB 45-3 LOT 5 BLK 5	No	Tax Deed 5/14/2012	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016
36	30-3115-005-1070	1781 NW 68 TERRACE	3,600 SQ FT	RU-3B	\$ 157	\$8,772.00	LIBERTY CITY PB 7-79 LOT 35 BLK 4	No	Tax Deed 4/8/2010	Escheatment Tax Deed	CIRCULATED BY ISD 9/6/2016

15

No	Folio	Address	Lot Size	Zoning	Annual Estimated Cost of Maintenance	Property Appraiser Market Value	Legal Description	Surplus	Dead	Comments	Circulation
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ATTACHMENT "C"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2016 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 22121 South Dixie Highway, Miami, Florida 33170.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within one (1) year of the recording

of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the waiver must:

- a. Be granted and recorded in the Public Record of Miami-Dade County, prior to the County's exercise of the reverter; and
- b. Be evidenced by a document prepared and executed by the County Mayor or the County Mayor's designee granting such waiver, and accepted by the Developer in writing. Such document shall specify the new time frame in which the Developer must complete the homes.

The document prepared and executed as set forth herein shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following

language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors, heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall

constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County or otherwise consent to the reversion of the Properties to Miami-Dade County and the recordation of an instrument by the County in the Public Records of Miami-Dade County whereby the Developer releases all right, title and interest in the Properties. The County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Jean Monestime, Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2016.

IN WITNESS WHEREOF, the representative of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2016, and it is hereby approved and accepted.

Witness/Attest

By: _____
Name: _____
Title: _____

Witness/Attest

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)

Notary of- State of _____

Commission Number: _____

EXHIBIT "A"

30-3111-038-0210	COMM LIBERTY CITY 2ND SEC PB 18-55, LOTS 33 & 34 BLK 8
30-3115-010-0180	BULLARDS PB 9-96, LOT 20
30-3115-005-3800	LIBERTY CITY PB 7-79 LOT 13 BLK 14
30-3115-005-1060	LIBERTY CITY PB 7-79 LOT 34 BLK 4
30-3115-005-2110	LIBERTY CITY PB 7-79 LOT 19 BLK 8
30-3115-005-2411	LIBERTY CITY PB 7-79 LOT 25 BLK 9
30-3115-005-2970	LIBERTY CITY PB 7-79 LOT 17 BLK 11
30-3115-005-3780	LIBERTY CITY PB 7-79 LOT 11 BLK 14
30-3115-005-5250	LIBERTY CITY PB 7-79 LOT 5 BLK 19
30-3115-005-5590	LIBERTY CITY PB 7-79 LOT 7 BLK 20
30-3121-000-0050	BEG AT SE COR OF SW1/4 OF SW1/4 OF NE1/4 N115FT & W244.4FT FOR POB TH N40FT W90FT S40FT E 90 FT TO POB
30-3115-005-3270	LIBERTY CITY PB 7-79 LOT 16 BLK 12
01-3114-018-0090	NEW LIBERTY CITY PB 39-2 LOT 10 LESS S 5FT BLK 1
01-3114-018-1180	17TH AVE MANOR PB 18-43 LOT 5 BLK 7
30-3121-033-0430	LAURAVILLE GARDENS PB 22-28 LOT 24 LESS W10FT BLK 2
01-3113-042-1250	BUENA VISTA GDNS PB 5-45 LOT 2 LESS W40.20FT LYG IN R/W BLK 8
30-3115-005-1070	LIBERTY CITY PB 7-79 LOT 35 BLK 4

30-3115-005-0550	LIBERTY CITY PB 7-79 LOT 11 BLK 3
30-3121-033-0760	LAURAVILLE GARDENS PB 22-28 LOT 13 BLK 5
30-3122-000-0071	S 46FT OF N 108FT OF S1/2 OF SE1/4 OF NW 1/4 OF NW 1/4 LESS W 532 FT AND LESS E 25 FT
30-3111-023-0260	CORR PLAT OF LIBERTY CITY PARK PB 41-65 LOT 11 BLK 2
30-3111-035-1250	STEPHENS MANOR PB 14-18 LOT 21 BLK 8
01-3122-047-0060*	17TH AVE MANOR 2ND ADD PB 21-23 LOT 8 BLK 1
01-3122-014-0481	17TH AVE MANOR PB 18-43 LOT 2 BLK 4
01-3122-014-1180	17TH AVE MANOR PB 18-43 LOT 5 BLK 7
01-3113-051-0100	ROCKMOOR VILLA TR PB 4-182 LOT 1 BLK 2
01-3113-065-1170	DIXIE HIGHWAY TR PB 5-24 LOT 2 BLK 9
01-3122-035-0871	ALLAPATTAH SCHOOL PB 5-99 LOT 88 BLK 6

ATTACHMENT "D"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED (CDBG)

THIS DEED, made this ____ day of _____, 2016 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 22121 South Dixie Highway, Miami, Florida 33170.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Property shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Property shall be developed within one (1) year of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the waiver must:
 - a. Be granted and recorded in the Public Record of Miami-Dade County, prior to the County's exercise of the reverter; and
 - b. Be evidenced by a document prepared and executed by the County Mayor or the County Mayor's designee granting such waiver, and accepted by the Developer in writing. Such document shall specify the new time frame in which the Developer must complete the homes.

The document prepared and executed as set forth herein shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Property reverts to the County, at the option of the County, as set forth in paragraph 10, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. Within thirty (30) days of closing on the sale of the home to the qualified household, Grantee shall submit a report to Miami-Dade County's Public Housing and Community Development indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the Community Development Block Grant investment. Program income is defined as the income from the sale of the houses
5. That for any of the Property located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
6. That Developer shall not assign or transfer its interest in the Property or in

this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

7. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

8. That Developer shall pay real estate taxes and assessments on the Property or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Property with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership

for the control period. The affordable deed restrictions apply to the "successors, heirs and assigns" of the burdened land owner.

9. The recordation, together with any mortgage purporting to meet the requirements of clauses 8(a) or 8(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
10. If in the sole discretion of the County, one or more of the Property ceases to be used solely for the purpose set forth herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Property back to the County or otherwise consent to the reversion of the Property to Miami-Dade County and the recordation of an instrument by the County in the Public Records of Miami-Dade County whereby the Developer releases all right, title and interest in the Property. The County shall have the right to immediate possession of such Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
11. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an

appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Jean Monestime, Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2016.

IN WITNESS WHEREOF, the representative of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2016, and it is hereby approved and accepted.

Witness/Attest

By: _____
Name: _____
Title: _____

Witness/Attest

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)

Notary of- State of _____

Commission Number: _____

EXHIBIT "A"

30-3115-005-2920

LIBERTY CITY PB 7-79 LOT 11 BLK 11

ATTACHMENT "E"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2016 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 22121 South Dixie Highway, Miami, Florida 33170.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by section 420.9071(2), Florida Statutes. The Developer shall rent such affordable multifamily housing (the "Project") to qualified renters whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. The Developer shall execute a rental regulatory agreement, in a form approved by the County in its sole discretion, and such rental regulatory agreement shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within one (1) year of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement

upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the Project. In order for such waiver by the County to be effective, the waiver must:

- a. Be granted and recorded in the Public Record of Miami-Dade County, prior to the County's exercise of the reverter; and
- b. Be evidenced by a document prepared and executed by the County Mayor or the County Mayor's designee granting such waiver, and accepted by the Developer in writing. Such document shall specify the new time frame in which the Developer must complete the Project.

The document prepared and executed as set forth herein shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

3. That the units in the Project shall be rented to very low, low and moderate income households, as defined in section 420.9071(19), (2) and (28), Florida Statutes and in accordance with that certain rental regulatory agreement executed in accordance with Paragraph 1 of this deed. In the event the Developer fails to rent said units to a qualified household or rents the units above the rents set forth in the rental regulatory agreement, and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 8, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors, heirs and assigns" of the burdened land owner.
7. The recordation, together with any mortgage purporting to meet the requirements of clauses 6(a) or 6(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
8. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth herein by the Developer, or if the Developer fails to construct the the Project described herein in the manner and within the timeframe set forth in Paragraph 2 herein, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County or otherwise consent to the reversion of the Properties to Miami-Dade County and the recordation of an instrument by the County in the Public Records of Miami-Dade County whereby the Developer releases all right, title and interest in the Properties. The County shall have the right to

immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

9. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Jean Monestime, Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2016.

IN WITNESS WHEREOF, the representative of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2016, and it is hereby approved and accepted.

Witness/Attest

By: _____

Name: _____

Title: _____

Witness/Attest

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)

Notary of- State of _____

Commission Number: _____

EXHIBIT "A"

01-3113-060-0270	LITTLE RIVER GARDENS PL BLKS 14 TO 23 INC PB 6-153 LOT 19 LESS W 35FT BLK 21 LOT 5 BLK 19
01-3112-012-0450	LITTLE RIVER GARDENS AMD PB 6-51 LOT 6 LESS ST BLK 15
01-3112-013-0170	LITTLE RIVER GARDEN PL BLKS 18 TO 23 INC PB 6-153 LOT 10 LESS W 10FT BLK 20
01-3112-013-0510	LITTLE RIVER GARDENS PL 14 TO 23 INC PB 6-153 LOT 19 LESS W 35 FT BLK 21
01-3113-051-0020	ROCKMOOR VILLA TR PB 4-182 LOT 2 BLK 1
30-3121-000-0400	BEG SE COR OF SW 1/4 - SW 1/4 NE 1/2 N 394FT & W 244FT FOR POB TH N 80FT W 90 FT S 80FT E 90FT TO POB
30-3115-018-0640	22ND AVE HTS PB 45-3 LOT 5 BLK 5

ATTACHMENT "F"

This Instrument Was Prepared By:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:

MIAMI-DADE COUNTY **RENTAL REGULATORY AGREEMENT**

WHEREAS, pursuant to Resolution No. _____ adopted by the Miami-Dade County Board of County Commissioners, on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address is 111 N.W. 1st Street, Miami, Florida 33128, is authorized to convey certain properties to **NANA & CRC AFFORDABLE HOUSING LLC**, its heirs, successors and assigns (hereinafter referred to as the "Owner"), whose address 22121 South Dixie Highway, Miami, Florida 33170 for the purposes outlined in that certain County Deed, dated _____, 2016 and recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County, Florida, executed simultaneously with this Rental Regulatory Agreement (the "Agreement"); and

WHEREAS, in connection with receipt of the County Deed, the Owner agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement,

NOW, THEREFORE, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged this ____ day of _____, 2016, the Owner and the County hereby agree as follows:

PROPERTY ADDRESS:

LEGAL DESCRIPTION OF PROPERTY:

The real property legally described and attached hereto in Exhibit A and located in Miami-Dade County (hereinafter referred to as the "Property")

DWELLING UNITS: _____ units

WITNESSETH:

- I. Owner agrees with respect to the Property for the period beginning on the date of recordation of the Loan Documents, and ending on the last day of the thirtieth (30th) year after the year in which the Project is completed, that:
- a) Regardless of any maximum rent allowed, all the units must have rents which are equal to or less than _____% of annual incomes for households at _____% of median income adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates for this property are indicated in Exhibit B attached hereto.
 - b) This Agreement shall be a recorded restrictive covenant on the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the "Project"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner or lessee or any portion thereof, and on the heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee and on any other person or entity having any right, title or interest in the Property, the Project, or any portion thereof, for the length of time that this Agreement shall be in force. Owner hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above, without regard to payment or satisfaction of any debt owed by Owner to the County or the expiration of any Contract between the Owner and the County.
 - c) The above rentals will include the following services to each unit: **[INSERT TERMS]**
 - d) Owner agrees that upon any violation of the provisions of this agreement, the County, through its agent, the County may give written notice thereof to the Owner, by registered mail, at the address stated in this agreement, or such other address or addresses as may subsequently be designated by the Owner in writing to the County, and in the event Owner does not cure such default (or take measures reasonably satisfactory to the County to cure such default), within thirty (30) days after the date of notice, or within such further time as the County may determine is necessary for correction, the County may, without further notice, declare a default under the Mortgage and/or this Agreement, and effective upon the date of such default, the County may:

- i) Declare the whole indebtedness under the Note evidencing the Loan immediately due and payable and then proceed with foreclosure of the Mortgage;
- ii) Apply to any court, County, State or Federal, for any specific performance of this agreement; for an injunction against the violation of this agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by the Owner's investor limited partner/managing member, _____, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. Copies of all notices which are sent to Owner under the terms of this Agreement shall also be sent to _____.

- e) Owner further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- f) Owner agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").
- g) Owner agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one year, (b) be renewed at the end of each term except for good cause or mutual agreement of Owner and residential tenant.

II. The County and Owner agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if the County (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that the County (and HUD if applicable) determine is necessary to maintain continued financial viability of the project.

Owner will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, the County will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs 4, 5, 6 and 7,

hereof for the purpose of monitoring and implementing all the actions required under this Agreement. In addition, thirty (30) days prior to the effective date of any rental increase, the Owner shall furnish the County with notification provided to tenants advising them of the increase.

IV. Occupancy Reports.

The Owner shall, on an annual basis, furnish the County with an occupancy report, which provides the following information:

- A) A list of all occupied apartments, indicating composition of each resident family, as of the end date of the reporting period.
- B) A list of all vacant apartments, as of the end date of the reporting period.
- C) The total number of vacancies that occurred during the reporting period.
- D) The total number of units that were re-rented during the reporting period, stating family size and income.
- E) The Owner shall upon written request of the County allow representatives of the County to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

V. Inspections

Pursuant to 42 U.S.C. § 12755, the Owner shall maintain the Property in compliance with all applicable federal housing quality standards, receipt of which is acknowledged by the Owner, and contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "Housing Standards").

- A) the County shall annually inspect the Property, including all dwelling units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable Dade County Minimum Housing Codes. The Owner will be furnished a copy of the results of the inspection within thirty (30) days, and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Dade County Minimum Housing Codes or Housing Standards.
- B) At other times, at the request of the Owner or of any tenant, the County may inspect any unit for violations to the property standards of any applicable Dade County Minimum Housing Codes or Housing Standards. The tenant and the Owner will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.
- C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

VI. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the Owner will submit the following documents to the County:

- A) Proposed form of resident application.
- B) Proposed form of occupancy agreement.
- C) Applicant screening and tenant selection policies.
- D) Maintenance and management plan which shall include the following information:
 - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
 - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
 - 3. A list of equipment to be provided in each dwelling unit.
 - 4. A proposed schedule for replacement of dwelling equipment.
 - 5. A list of tenant services, if any, to be provided to residents.

The Owner agrees that the County has the right to refer eligible applicants for housing. The Owner shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the Owner is able to demonstrate a good cause basis for denying the housing as determined by the County in its sole and absolute discretion

VII. Financial Reports

- A) Annually, the Owner shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "Operating Statement"). the County will review the Operating statement to insure conformance with all provisions contained in this Agreement.
- B) The Owner will create a reserve for maintenance to be funded **[INSERT TERMS]** per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Owner and will be deemed satisfied by any deposits made by Owner in accordance with loan documents **[INSERT TERM]** per unit per year.

VIII. Action By or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

Miami-Dade Public Housing and Community Development
701 N. W. 1 Court
14th Floor
Miami, Florida 33136
Attn: Division Director, Housing Development and Loan Administration Division

Copy to:

Miami-Dade County Attorney's Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128

or any of their successor agencies or departments.

IX. Recourse:

In the event of a default by the Owner under this Agreement, Lender shall have all remedies available to it at law and equity.

X. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make advances in the absence of strict compliance with any or all conditions of County and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Owner of the Property or the absence thereof of defects.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed on the date first above written.

NANA & CRC AFFORDABLE HOUSING LLC

By: _____
NAME AND TITLE

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing Rental Regulatory Agreement was sworn to, subscribed and acknowledged before me this _____ day of _____, 200__, by on behalf of the _____ . He is personally known to me _____ or has produced identification _____.

Notary Public
State of Florida at Large

My commission expires:

MIAMI-DADE COUNTY, FLORIDA

By: _____
COUNTY MAYOR OR DEPUTY MAYOR

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

01-3113-060-0270	LITTLE RIVER GARDENS PL BLKS 14 TO 23 INC PB 6-153 LOT 19 LESS W 35FT BLK 21 LOT 5 BLK 19
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30-3115-018-0640	22ND AVE HTS PB 45-3 LOT 5 BLK 5

EXHIBIT B

Rents:

Number of Units	Type	Gross Rent	Utility	Net Rent

At the discretion of the County, up to twenty percent (20%) of the rental units, per project, may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based. The Owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the Owner and submitted to the County.

NOTE:

LOAN DOCUMENT INFORMATION TO BE
PROVIDED FOLLOWING RECORDING OF
MORTGAGE

Mortgage Document No: _____

Date Recorded: _____

Book Number: _____

Page Number: _____

County: MIAMI-DADE

State: FLORIDA